

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Ashley and Jason Souza,
Plaintiffs,

v.

Shellpoint Mortgage Servicing,
TransUnion, LLC, and Equifax
Information Services, LLC,
Defendants.

Case No. 2:20-cv-0992-APG-NJK

PROTECTIVE ORDER

Pursuant to Plaintiffs' Motion for Protective Order; accordingly, it is ORDERED:

1 Definitions. As used in this protective order:

- (a) "attorney" means an attorney who has appeared in this action;
- (b) "confidential" means a document reasonably designated as confidential under this protective order;
- (c) "document" means information disclosed or produced in discovery, including at a deposition;
- (d) "notice" or "notify" means written notice, including email;
- (e) "party" means a party to this action; and

- 1 (f) “protected document” means a document protected by a privilege or the
2 work- product doctrine.

3 **2 Designating a Document or Deposition as Confidential.**

- 4 (a) In making a confidentiality designation, the designating party
5 represents that it has a good-faith basis for contending that the
6 document is “confidential,” as defined by this order.

- 7
8 (b) No party shall designate any document or portion of any document as
9 confidential that he/she has not carefully reviewed;

- 10
11 (c) A party disclosing or producing a document may designate it as
12 confidential if the party reasonably contends that it contains
13 confidential or proprietary information.

- 14
15 (d) A party may designate a document as confidential by conspicuously
16 marking each page with the word “confidential.” Deposition testimony may
17 be designated as confidential:

- 18 (1) after the deposition, by notifying the parties and those who were
19 present at the deposition within 21 days after the deposition transcript
20 becomes available, unless otherwise agreed.

- 21
22 (e) If a witness is expected to testify as to confidential or proprietary
23 information, a party may request that the witness’s deposition be taken in
24 the presence of only those persons entitled to receive confidential
25 documents.
26
27
28

1 **3 Who May Receive a Confidential Document.**

2 (a) “All documents, transcripts, or other materials subject to this Order, and all
3 information derived therefrom (including, but not limited to, all testimony
4 given in a deposition, declaration, or otherwise, that refers, reflects, or
5 otherwise discusses any information designated “confidential” hereunder),
6 shall not be used, directly or indirectly, by any person or party for any
7 business, commercial, or competitive purposes or for any purpose
8 whatsoever other than solely for the preparation and trial of this action in
9 accordance with the provisions of this Order.”

10 (b) No person receiving a confidential document may reveal it, except to:
11
12 (1) the court and its staff;
13 (2) an attorney or an attorney’s partner, associate, or staff;
14 (3) a person shown on the face of the confidential document to have
15 authored or received it;
16 (4) a court reporter or videographer retained in connection with this
17 action;
18 (5) a party (subject to paragraph 2(c)); and
19 (6) any person who:
20 is retained to assist a party or attorney with this action

21 (c) If a confidential document is revealed to someone not entitled to receive
22 it, the parties must make reasonable efforts to retrieve it.

23 **4 Correcting an Error in Designation.** A party who discloses or produces a
24 confidential document not designated as confidential may, within 7 days after
25 discovering the error, provide notice of the error and produce a copy of the
26 document designated as confidential.
27
28

5 **Use of a Confidential Document in Court.**

See order issued concurrently herewith.

6 **Changing a Confidential Document's Designation.**

- (a) Document disclosed or produced by a party. A confidential document disclosed or produced by a party remains confidential unless the parties agree to change its designation or the court orders otherwise.
- (b) Changing a designation by court order. If a party challenges the confidentiality designation of a document, the parties shall meet and confer concerning that issue within 10 days from the date the challenge is made. If the parties cannot agree after they meet and confer, the designating party may file a motion concerning the specific document, seeking to have the court remove the confidential designation. That motion shall be filed no later than 21 (twenty-one) days after the parties meet and confer as discussed earlier in this paragraph. All parties shall

1 continue to maintain the material in question as confidential until the court
2 rules on the challenge.

3 **7 Handling a Confidential Document after Termination of Litigation.**

4 (a) Within 60 days after the termination of this action (including any
5 appeals), each party must:

6 (1) return or destroy all confidential documents

7 (b) Notwithstanding paragraph 8(a), each attorney may retain a copy
8 of any confidential document submitted to the court.
9

10 **8 Inadvertent Disclosure or Production to a Party of a Protected Document.**

11 (a) Notice.

12 (1) A party who discovers that it has inadvertently disclosed or
13 produced a protected document must promptly notify the receiving
14 party and describe the basis of the claim of privilege or protection.

15 If the party or provides such notice and description, the privilege or
16 protection is not waived.

17 (2) A party who discovers that it may have received an inadvertently
18 disclosed or produced protected document must promptly notify the
19 disclosing or producing party.

20 (b) Handling of Protected Document. A party who is notified or discovers that
21 it may have received a protected document must comply with Fed. R. Civ.
22 P. 26(b)(5)(B).
23
24
25
26
27
28

1 **9 Security Precautions and Data Breaches.**

2 (a) Each party must make reasonable efforts to protect the confidentiality
3 of any confidential document disclosed or produced to that party.

4 (b) A party who learns of a breach of confidentiality must promptly notify
5 the disclosing or producing party of the scope and nature of that breach
6 and make reasonable efforts to remedy the breach.
7

8 **10 Survival of Obligations.** The obligations imposed by this protective order
9 survive the termination of this action.
10

11
12 **IT IS SO ORDERED.**
13

14
15 December 17, 2020
16 Date

17 
18 _____
19 HONORABLE NANCY J. KOPPE
20 UNITED STATES MAGISTRATE JUDGE
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Ashley and Jason Souza,

Plaintiffs,

v.

Shellpoint Mortgage Servicing,
TransUnion, LLC, and Equifax
Information Services, LLC,

Defendants.

Case No. 2:20-cv-0992-APG-NJK

**ACKNOWLEDGEMENT OF
UNDERSTANDING AND
AGREEMENT TO BE BOUND**

I have read, and agree to be bound by, the protective order in the case captioned Ashley and Jason Souza v. Shellpoint Mortgage Servicing, et al., Case number 2:20-cv-0992-APG-NJK in the United States District Court for the District of Nevada. As soon as my work in connection with that action has ended, but not later than 60 days after the termination of that action (including any appeals), I will return or destroy any confidential document that I received, any copy of or excerpt from a confidential document, and any notes or other document that contains information from a confidential document. I declare under penalty of perjury that the foregoing is true and correct.

Dated: _____

Signature

Printed Name